

AG Contract No. KR97 2105TRN
ADOT ECS File No. JPA 97-72
Project: 260GI274/H4654 01C
Section: SR-260 @ Sharp Creek
CA No.

Intergovernmental Agreement
(Collection Agreement)
between
The State of Arizona
and
The United States Department of Agriculture
Tonto National Forest

THIS COLLECTION AGREEMENT, made and entered into on 6 November 1997
by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE,
TONTON NATIONAL FOREST, acting by and through its Contracting Officer (the
"Forest Service"), under the provisions of the Arizona Revised Statutes,
Sections 11-951 through 11-954, as amended, and the provisions of the
Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498) and the
Intergovernmental Cooperation Act of 1968, Title III, 31 U.S.C. 6501-6508, Pub.
L. 90-577, as amended, Pub. L. 97-258, September 13, 1982.

WITNESSETH:

WHEREAS, the FOREST SERVICE manages National Forest lands that include the
Tonto National Forest and Payson Ranger District and,

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 and
28-112 to enter into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into this agreement
and has delegated to the undersigned the authority to execute this agreement on
behalf of the State; and

WHEREAS, incident to a highway improvement project contemplated by the State on
State Route 260, a portion of the new roadway conflicts with existing Forest
Service campgrounds at Tonto Creek (MP 274). The Forest Service has agreed to
relocate the campgrounds and related facilities at State expense, hereinafter
referred to as the Project.

NOW, THEREFORE, in consideration of the mutual agreements expressed herein, it
is agreed as follows:

NO 22019

Filed with the Secretary of State

Date Filed: 11/06/97

Betty Bayless

Secretary of State

By: Wicky Gruenewald

A. The STATE Shall:

1. Pay the FOREST SERVICE within 30 days after receipt of a bill for collection and approval of an invoice, in a total amount not to exceed \$2,633,000.00. Agreed upon costs will include direct project costs and all project personnel costs for survey, design and administration costs.

2. Make remittance payable to Forest Service, USDA, and send to the address identified on the Bill for Collection.

B. The FOREST SERVICE Shall:

1. Provide design plans, specifications or such other documents, and services required for construction bidding and construction, and call for bids and award one or more construction contracts for the Project. Upon completion, provide maintenance to the facilities.

2. Be responsible for the supervision and the standards of workmanship for the completion of the project.

3. Recognize the STATE as contributor by appropriate means.

4. Invoice the STATE for the cost of the completed work on the improvements, in a total amount not to exceed \$2,633,000.00. The State will be invoiced biannually.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. This instrument in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.

2. No part of this instrument shall entitle the State to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

3. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the State or authorized for use for new projects as agreed to by the State.

4. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of written modification, signed and dated by both parties, prior to any changes being performed. No obligation shall be incurred for any changes not properly approved in advance.

5. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

6. Either party upon mutual agreement, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

The Forest Service shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective date of termination.

7. This instrument is executed as of the last date shown below and expires no later than June 30, 2001, at which time it is subject to review, renewal, or expiration.

8. This agreement shall become effective upon filing with the Arizona Secretary of State.

9. This agreement may be cancelled in accordance with Arizona Revised Statutes, Section 38-511 pertaining to conflicts of interest on behalf of State employees.

10. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this agreement.

11. Applicable laws of the State and Federal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal Government, and acceptable to the State and Federal Government. Such process will include a provision for arbitration.

D. PROJECT COORDINATORS: Administration of this agreement shall be accomplished by:

For the State:

Jack Hammitt, CPM
Arizona Department of Transportation
Joint Project Administration
205 S. 17th Ave., Mail Drop 616E
Phoenix, Az 85007

For the Forest Service:

Terry Brennan
USDA, Forest Service
Tonto National Forest
2324 E. McDowell Rd.
Phoenix, Az 85006

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

State of Arizona
Department of Transportation

BY: 

VICTOR MENDEZ
Deputy State Engineer

DATE: 10/21/97

US Department of Agriculture
Tonto National Forest

BY: 

CHARLES BAZAN
Forest Supervisor

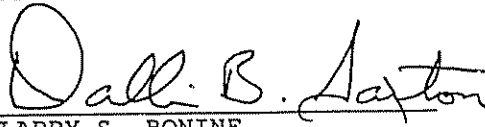
DATE: 10/9/97

Management Code: 478010

RESOLUTION

BE IT RESOLVED on this 8th day of May 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the US Forest Service, Tonto National Forest for the purpose of defining responsibilities for the design, construction and maintenance of the relocation of Forest Service campgrounds that conflict with improvements to SR-260 at Sharp Creek.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

JPA 97-72

DETERMINATION

Arizona Contract No. JPA 97-72, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the UNITED STATES DEPARTMENT OF AGRICULTURE, TONTO NATIONAL FOREST, has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 9th day of October, 1996.

THE UNITED STATES OF AMERICA

By Perry Brenna

Financial Plan

2/9/97
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SHARP CREEK CAMPGROUND PRELIMINARY COST ESTIMATE

<u>ITEM</u>	<u>TOTAL COST (\$)</u>
1. ROADS	
Site Access (30')	49,000
Interior (24')	147,000
Interior (14')	230,000
Group Interior	49,000

	475,000
2. PARKING	
Group Site	26,000
Wheel Stops	5,000

	31,000
3. MISCELLANEOUS CONSTRUCTION	
Geotextile	63,750
Traffic Markings	5,000
Developing Water Supply	5,000
Furrow Ditch/Drainage Control	4,500
Cattleguard	20,000
Erosion Protection	33,750
Pit Development	5,000
Seeding	6,000
Minor Concrete Structures	2,500
Clearing & Grubbing	4,500

	150,000
4. SURVEYING	
Establish Centerline	7,500
Slope Staking	12,000
Finish Staking	12,000
Spur Staking	15,000
Site Staking	6,000

	52,500
5. VEHICLE BARRIERS	
Barbed Wire Fence	12,000
Road Closure Device	7,500
Treated Wood Post Fence	50,000

	69,500

6. CAMPING FACILITIES/SITE AMENITIES

Construct Spur	25,200
Picnic Table	27,600
Firering/Grill	6,200
Lantern Hook	5,400
Spur Surfacing, Back-in	29,000
Spur Surfacing, Pull-thru	34,000
Host Site Water/Elec	7,000
Accessible Host Sites	10,000
Single Use Site	13,000
Double Use Site	8,000
Ramada, Host Site	30,000

	195,400

7. GROUP USE FACILITIES

Group Food Prep Table	2,000
Group Grill	2,000
High Use Area Pad	5,600
Ramada, Group	30,000

	39,600

8. FACILITIES

Entry/Fee Station	15,000
Toilet Building	270,000
Concrete Sidewalk	4,250

	289,250

9. SIGNING

Site Entry	7,000
Misc. Recreation	7,500
Misc Traffic	7,500
Camp Unit Markers	1,000
Bulletin Board	1,200
3-Panel Info Board	5,000

	29,200

10. LANDSCAPING

Timer/Backflow Preventer/Valve	1,800
Water Line/Trench	20,000
Trees/Shrubs	12,500
Irrigation Emitter	1,500

	35,800

11. POTABLE WATER	
Well	30,000
Treatment Building	25,000
Storage Tank	25,000
Distribution System	90,000
Hydrant	7,800

	177,800
12. WASTEWATER	
Dump Station	25,000
Holding Tank	25,000
Host Sites	10,000

	60,000
13. POWER	
Hook Up Fees	50,000
Area Lights	7,200
Distribution	67,500

	124,700
14. REFUSE COLLECTIONS	
40 Gallon Can	4,800
Dumpster Pad	5,000

	9,800
15. TRAILS	
Hiking	15,000
Interpretive	6,250

	21,250
16. MOBILIZATION	264,120

Subtotal	\$2,024,920
17. OTHER ASSOCIATED COSTS	
Contingencies (10%)	202,490
Survey/Design (10%)	202,490
Contract Administration (10%)	202,490

TOTAL	\$2,632,390



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2105TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE October 24, 1997.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/8454

Enc.